

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Execution of the Seminole County/Seminole County Housing Authority Tenant-Based Rental Assistance Subrecipient Agreement Program Year 2007-2008

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Buddy Balagia

EXT: 2389

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County/Seminole County Housing Authority Tenant-Based Rental Assistance Subrecipient Agreement Program Year 2007-2008.

County-wide

Buddy Balagia

BACKGROUND:

The County has historically used the Seminole County Housing Authority to administer its HOME Program-funded Tenant-Based Rental Assistance (TBRA) Program. The TBRA Program assists very low income households in Seminole County by funding a portion of their rent payments (payments are made to landlords), and is restricted to households headed by elderly persons, persons with disabilities, or persons in school or vocational training on a full time basis (to establish self-sufficiency).

The attached TBRA Subrecipient Agreement encumbers program year 2007-2008 HOME funds, which have an October 31, 2012 expenditure deadline. The Agreement will take effect on April 1, 2008 and expire on September 30, 2010.

The Agreement contains specific performance thresholds which require SCHA to achieve a caseload of at least fourteen (14) very low income TBRA client households within 120 days after execution of the Agreement, and to maintain or exceed that same caseload by the one (1) year milestone. The Agreement provides for \$250,000 in HOME TBRA funds, and \$20,000 in HOME administration funds for project delivery fees (\$50 per assisted household per month for approximately 17 households). Recent monitoring of SCHA confirms that it continues to perform in compliance with HOME regulations.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County/Seminole County Housing Authority Tenant-Based Rental Assistance Subrecipient Agreement Program Year 2007-2008.

ATTACHMENTS:

1. Agreement


Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

**SEMINOLE COUNTY/SEMINOLE COUNTY HOUSING AUTHORITY
TENANT-BASED RENTAL ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2007-2008**

THIS AGREEMENT is made and entered into this _____ day of _____, 2008 between the **SEMINOLE COUNTY HOUSING AUTHORITY**, a public body corporate organized under the laws of the State of Florida, whose address and principal place of business is 662 Academy Place, Oviedo, Florida 32765, hereinafter referred to as "SCHA", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY has heretofore made application, submitted a plan for receipt of HOME Program funds and entered into a contract for receipt of Program Year 2007-2008  funding with the United States Department of Housing and Urban Development ("HUD"), pursuant to Title I, Housing and Community Development Act of 1974, as amended, and the implementing HOME Program regulations set forth in 24 Code of Federal Regulations ("CFR") Part 92; and

WHEREAS, the COUNTY desires to engage SCHA to render certain Tenant-Based Rental Assistance services necessary to accomplish the COUNTY's affordable housing goals; and

WHEREAS, the Tenant-Based Rental Assistance activities under this Agreement consist of providing rent and security deposit assistance payments to Very Low Income households for the purpose of providing affordable rental housing to elderly and disabled individuals and those trying to achieve self sufficiency; and

WHEREAS, the COUNTY and SCHA have determined that it serves an essential public purpose of providing affordable housing for lower income citizens of Seminole County to enter into this Agreement (the "Agreement") and continue funding SCHA's Tenant-Based Rental Assistance activities within Seminole County, Florida through September 30, 2010 from COUNTY's 2007-2008 Program Year allocation,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Definitions.



(a) "CS Administrator" means the Seminole County Community Services Department Director or the Community Assistance Division Manager acting through and on behalf of the Director or their designee.

(b) "County Approval" means written approval by the CS Administrator.

(c) "HOME Program" - the HOME Investment Partnerships Program as authorized by 42 U.S.C. section 12.701, et seq.

(d) "HOME regulations" - 24 CFR Part 92 and supplemental, additional or successor provisions.

(e) "Housing activities" - those subsidized and funded housing assistance programs authorized under Title 24, Code of Federal Regulations, Part 92, involving SCHA, including particularly the

Tenant-Based Rental Assistance Program as defined herein and therein.

(f) "Tenant-Based Rental Assistance" or "TBRA" shall mean that program for rental assistance and security deposit payment assistance on behalf of Very Low Income households and certain preferences described in 24 CFR section 92.209 and in Exhibit "A" hereto.

(g) "Very Low Income" - gross household income that does not exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work.

(a) SCHA, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all services as implied, described, referred to or governed by Exhibit "A", TBRA Implementation Plan, attached hereto and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SCHA. SCHA shall also strictly adhere to the Housing Quality Standards set forth as Exhibit "A-2" to this Agreement and incorporated herein by reference.

(b) The parties recognize that this Agreement is for payment by SCHA of Tenant-Based Rental Assistance payments to landlords and/or management companies on behalf of Tenant-Based Rental Assistance clients and for the costs of implementing certain housing activities. The parties further recognize and agree that this Agreement is directly related to implementing the COUNTY's Tenant-Based Rental Assistance Program as included in and authorized by the HOME Program.

(c) As a precondition to receiving the full amount of TBRA funding envisioned by this Agreement, SCHA shall reach a minimum tenant caseload of fourteen (14) separate households by no later than one hundred twenty (120) days from the execution date of this Agreement. SCHA shall also maintain a minimum of fourteen (14) TBRA assisted households throughout the term of this Agreement. If SCHA fails to achieve the minimum fourteen (14) TBRA assisted households caseload by the one hundred twenty (120) day deadline, TBRA funding hereunder shall be reduced accordingly to a level sufficient to sustain the lower number of households being assisted as of that date, consistent with the Certificate Model/Minimum and Maximum Household Payment parameters described in Exhibit "A" hereto for the duration of this Agreement. Any excess funding previously provided to SCHA shall be recaptured by COUNTY. COUNTY shall not be obligated to reinstate the withheld or recaptured funding for otherwise TBRA eligible households being added to SCHA's caseload after the one hundred twenty (120) day deadline.

Section 4. Term. This Agreement shall be effective upon execution by both parties and shall automatically terminate on October 31, 2010 unless otherwise amended or extended by mutual, written agreement of the parties. COUNTY shall pay SCHA for the services described in Exhibit "A-1" commencing May 1, 2008 and completed by September 30, 2010. All of such payments shall conform to the Budget and Financial Information set forth as Exhibit "B" to this Agreement and incorporated herein by reference. The requirements set forth in Sections 12, 13, 14, 16, 20 and 23 hereunder shall survive the term of

this Agreement as a whole.

Section 5. Consideration and Limitation of Costs. Subject to SCHAs performance under Section 3, above, and its compliance with HOME regulations, COUNTY shall pay SCHAs for the services described in Exhibit "A" to this Agreement an amount up to but not exceeding TWO HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$270,000.00) as set forth in Exhibit "B", Budget and Financial Information.

Section 6. Requests for Disbursement of Funds and Required Reporting.

(a) Payments to SCHAs by the COUNTY shall be on a monthly invoice basis and shall be contingent upon SCHAs timely submittal of acceptable documentation to the COUNTY on or before the fifteenth (15th) day of each month during the term of this Agreement. Such required documentation shall include the following:

(1) Verification that each household assisted by SCHAs with funding derived under this Agreement qualifies as a Very Low Income household. Such reports shall be updated each month for any new additions or deletions to the list of clients assisted by SCHAs but need not include verification for current clients already being served for which such documentation has already been provided. The foregoing notwithstanding, all TBRA assisted household incomes shall be reverified annually, within sixty (60) days of the anniversary date of said household's initial approval and acceptance into the TBRA Program.

(2) SCHAs shall provide the COUNTY, in a form prescribed by COUNTY, a monthly tenant roll summarizing the amount of the COUNTY's

TBRA Program funds obligated and expended for each household assisted by the housing activities. Included in the tenant rent roll shall be a summary of demographic data for each housing unit identified for assistance and each housing activity. The COUNTY shall be provided copies and transcriptions of any records deemed necessary by the COUNTY to accomplish the foregoing process.

(3) A completed Payment Request Form, attached hereto and incorporated herein as Exhibit "C", as a precondition for COUNTY to initiate the payment process. Such Form shall be submitted under a letter of transmittal on SCHAs letterhead, signed by its Executive Director. All payment requests shall include statements of all rent costs, deposit subsidies and administrative expenses services for the current report period categorized by budget line item and consistent with the requirements of Exhibits "B" and "C" to include supporting documentation such as invoices and rent or deposit receipts.

(b) Payments to SCHAs shall be as soon as practicable; provided, however, that if SCHAs has performed services in full compliance with this Agreement, HOME regulations, and applicable laws, rules and regulations, payment shall be made by the COUNTY to SCHAs within thirty (30) days of receipt of acceptable documentation by the COUNTY.

(c) All receipts and disbursements by SCHAs shall be fully documented to the satisfaction of the COUNTY so as to be available upon request for inspection or audit in accordance with this Agreement and Florida law, or as otherwise may be reasonably required by the COUNTY.

(d) SCHAs shall, in conjunction with the final payment request, transfer to COUNTY a full and complete copy of all client files, project files and all other documents related to any funding hereunder provided by COUNTY.

(e) Within thirty (30) days after completion of all services to be performed hereunder, SCHAs shall render a final and complete statement to COUNTY of all costs and charges for services not previously invoiced. Such statement shall be presented in a format consistent with that prescribed by subsection 6(a)(3), above. The COUNTY shall not be responsible for payment to SCHAs of any charges, claims or demands for any period ending after September 30, 2010 and not received by COUNTY within thirty (30) days thereafter.

(f) The COUNTY shall have access to and be provided copies and transcripts of SCHAs' records for activities and services performed during the term of this Agreement as necessary for the COUNTY or HUD to determine compliance with HOME regulations and this Agreement.

Section 7. Unavailability of Funds. If the COUNTY learns that funding from the Federal government cannot be obtained or continued, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SCHAs as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCHAs after SCHAs has received such notice of termination. In the event there are any unused or returned COUNTY funds, SCHAs shall promptly refund those funds to the COUNTY.

Section 8. Compliance with Federal and State Law and Uniform Administrative Requirements. SCHA shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Federal Statutes.

(1) Title 24, Code of Federal Regulations, Part 92, "Regulations Relating to Housing and Urban Development", including particularly the parts and sections identified below;

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968"; and

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped".


(b) Uniform Administrative Requirements.

(1) "OMB Circular A-87 "Cost Principles For State, Local and Indian Tribe Governments";

(2) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations"; and

(3) If applicable, OMB Circular No. A-133, addressing auditing procedures involving grants of more than \$500,000.00.

(c) 24 CFR 84 - "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" specifically the following sections:

- (1) 24 CFR 84.2 - "Definitions";
- (2) 24 CFR 84.5 - "Subawards";
- (3) 24 CFR 84.13, 84.14, and 84.16 - "Debarment and Suspension; Drug Free Work Place" "Special Awards Conditions" and "Resource Conservation and Recovery Act";
- (4) 24 CFR 84.21 - "Standards for Financial Management Systems";
- (5) 24 CFR 84.22 - "Payment";
- (6) 24 CFR 84.26-84.28 - "Non-Federal Audits", "Allowable Costs" and "Period of Availability of Funds";
- (7) 24 CFR 84.30 - "Purpose of Property Standards";
- (8) 24 CFR 84.31 - "Insurance Coverage";
- (9) 24 CFR 84.34-84.37 - "Equipment", "Supplies and Other Expendable Property", "Intangible  Property" and "Property Trust Relationship";
- (10) 24 CFR 84.40-84.48 - "Purpose of Procurement Standards", "Recipient Responsibilities", "Codes of Conduct", "Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions";
- (11) 24 CFR 84.51 - "Monitoring and Reporting Program Performance";
- (12) 24 CFR 84.60-84.62 - "Purpose of Termination and Enforcement", "Termination", and "Enforcement";
- (13) 24 CFR 84.72 - "Subsequent Adjustments and Continuing Responsibilities"; and

(14) 24 CFR 84.73 - "Collection of Amounts Due".

(d) HOME Program Requirements. SCHAs shall fully comply with the HOME regulations, contained within 24 CFR, Part 92, including particularly the following:

(1) Section 92.209 - "Tenant Based Rental Assistance: Eligible Costs and Requirements";

(2) Section 92.216 - "Income Targeting: Tenant Based Rental Assistance and Rental Units";

(3) Section 92.251 - "Property Standards";

(4) Section 92.252 - "Qualifications as affordable housing: rental housing";

(5) Section 92.257 - "Faith Based Activities";

(6) Section 92.350 - "Other Federal Requirements";

(7) Section 92.351  "Affirmative Marketing; minority outreach program";

(8) Section 92.353 - "Displacement, Relocation, and Acquisition";

(9) Section 92.354 - "Labor";

(10) Section 92.355 - "Lead based paint";

(11) Section 92.356 - "Conflict of Interest";

(12) Section 92.358 - "Consultant Activities";


(13) Section 92.504 - "Participating jurisdiction Responsibilities; written agreements; on-site inspections";

(14) Section 92.505(b) - "Applicability of Uniform Administrative Requirements"; and

(15) SCHA shall not assume COUNTY responsibilities for environmental review under 92.352 and the intergovernmental process under 92.357. However, SCHA is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations, nor is SCHA released from any environmental pollution that it may cause or have caused and SCHA shall assume full liability therefore; and

(16) SCHA, its officers, board members and employees shall adhere to the HOME Program Conflict of Interest Policy set forth as Exhibit "A-3" to this Agreement and incorporated herein by reference.

(e) Compliance with State and Local Laws and Regulations. During the execution and implementation of this Agreement, SCHA shall comply with all applicable State and local laws, regulations and ordinances, including but not limited to the following:

(1) Chapter 112, Part  III, Florida Statutes - "Code of Ethics for Public Officers and Employees". SCHA shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its officers, directors or employees pursuant to said statutes;

(2) Chapter 119, Florida Statutes - "Public Records";

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY; and

(4) SCHA shall comply with the Local Relocation and Anti-displacement Policy (the "Policy"), as adopted by the COUNTY. Should

SCHA's performance during this Agreement necessitate, as determined by applicable Federal regulations, particularly as to compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), SCHA shall immediately notify the COUNTY accordingly. Upon such notification, COUNTY shall implement and administer the Policy and the Act pursuant to this Agreement. The parties agree that, should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit "B" to pay for relocation and displacement costs.

Section 9. Amendments to Agreement. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. Except for changes with respect to Section 28 as explained below, changes to any other covenants, exhibits, conditions of performance or the term of this Agreement shall only be made by formal, written amendment to this instrument. A change in the parties designated for notice pursuant to Section 28 hereof may be made by written notice sent via U.S. Mail to the other party and without the need for formal amendment to this Agreement. Any such notice of a change in the person(s) designated for notice shall be attached to each party's copy of this Agreement and shall be deemed effective three (3) business days subsequent to the postmark date.


Section 10. Project Publicity. Any news release, project sign or other type of publicity pertaining to the TBRA project, as stated herein, shall recognize the Seminole County Board of County Commissioners as the recipient funded by HUD and providing funds to SCHA.

Section 11. Management Assistance. The CS Administrator or designee shall be reasonably available to SCHA to provide guidance on HOME regulations; provided, however, that this provision shall not be construed as giving legal advise to SCHA or relieving SCHA from any duties or obligations set forth herein.

Section 12. Maintenance of Records.

(a) SCHA shall, at a minimum, maintain all records required by applicable Federal, State and local laws, rules, regulations and procedures.

(b) SCHA shall maintain such records, accounts and property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of project funds and compliance with this Agreement.

(c) SCHA shall maintain  all necessary financial records as required by Federal and State law and ensure maintenance of financial records relative to the following matters:

(1) Rents and security deposits paid by SCHA on behalf of income qualified tenants;

(2) Items purchased and paid for through standard procedures adopted by SCHA: invoices and copies of canceled checks;

(3) Agreements, including the contract itself, billings and copies of canceled checks.

(d) If receiving more than \$500,000 per year from all Federal sources, SCHA shall perform an annual audit of tenant based rental assistance activities in accordance with Federal OMB Circular A-133. Copies of all audits regarding or otherwise relating to the use of

these funds shall be provided to the COUNTY and the CS Administrator. The audit shall include an opinion of compliance or non-compliance with the regulations listed in Section 8 of this Agreement.

(e) All records of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit pertaining to this Agreement made by any Federal, State or local agency. SCHAs shall retain records and supporting documentation related to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law; provided, however, that if litigation ensues from any matter arising pursuant to this Agreement, such records shall be maintained until the litigation is concluded, even if longer than five (5) years.



Section 13. Non-Expendable Property. Any non-expendable personal property acquired by SCHAs to perform the projects stated herein and approved by the COUNTY hereunder shall be subject to Federal, State and local regulations including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any grant funded non-expendable personal property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 14. Liability. Except for TBRA payments as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation who contracts with or who provides goods or services to SCHAs in connection with the services SCHAs performs

hereunder, or for debts or claims accruing to such parties against SCHAs. This Agreement shall not create a contractual relationship, either express or implied, between the COUNTY and any other person, firm, entity or corporation supplying any work, labor, services, goods or materials to SCHAs as a result of services or payments provided hereunder.

Section 15. Subcontracts. All contracts made by SCHAs to perform the activities described in Exhibit "A" shall comply with applicable laws, rules and regulations set forth in this Agreement as well as local ordinances. The COUNTY shall be notified of any such contracts. Any additional work or services subcontracted hereunder by SCHAs shall be specified by written agreement and expressly made subject to this Agreement.

Section 16. Sovereign Immunity, Indemnification And Related Matters. The parties agree that the COUNTY does not provide or conduct any of the services to be provided by SCHAs under this Agreement; is not responsible for the purchase or subcontracting of any activities or services provided or operated by SCHAs; does not employ, train, or otherwise deal with any employees of SCHAs; and has no control over the operations of SCHAs except as may be expressly stated in this Agreement. Accordingly, SCHAs hereby assumes responsibility for all claims for fraudulent conduct, personal injury (including death) and property damage arising from its own negligent or intentional torts or other actions or those caused by its employees, officers, directors, contractors, or other persons under the control of SCHAs. The COUNTY shall be responsible for all of its

own negligent or intentional torts or those caused by its employees, agents, elected and appointed officials, officers, directors, board or committee members, and other persons under its control. The foregoing clauses are acknowledgments by each party that there is no indemnification of the other party, and the foregoing clauses shall not in any way be construed to be or in any way interpreted to be any agreement to provide indemnification of either party by the other party. Section 768.28, Florida Statutes, shall govern all aspects of sovereign immunity and the limitation of damages available under said statute concerning the parties to this Agreement, and each party does not in any way waive any rights to sovereign immunity.

Section 17. Insurance. SCHA shall ensure that either its insurance coverage or self-insurance program and the insurance coverage of its contracted agents and vendors is adequate and sufficient for the activities performed pursuant to this Agreement. SCHA shall ensure that the insurance requirements imposed on all vendors, contractors and agents conform to and comply with this Agreement and applicable Federal, State and local regulations. SCHA shall require all such persons to name both SCHA and the COUNTY as additional insureds in the insurance policy required hereunder and to provide proof of adequate insurance at or prior to the time of commencement of services or goods to SCHA.

Section 18. Non-Assignability. Neither party shall assign this Agreement nor any interest herein without the prior written consent of the other party.

Section 19. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 20. Program Income. In the event that any program income (returned funds) is received by SCHA during or after the term of this Agreement, SCHA shall immediately return such monies to the COUNTY.


Section 21. Suspension and Termination. This Agreement may be terminated for reasons of enforcement or convenience in accordance with 24 CFR Sections 85.43 and 85.44, or other good cause by the COUNTY. Notice thereof shall be provided pursuant to this Agreement.

Section 22. Breach of Agreement.

(a) Any failure to comply with the Tenant-Based Rental Assistance Program, timely development and maintenance of minimum levels of assisted household caseload required by Section 3(c) or other terms of this Agreement shall constitute a breach of this Agreement. In the event of a breach by SCHA, County shall have the option to terminate or suspend this Agreement and to seek the remedies allowed by Section 23 hereof.

(b) Should any of the funds paid by the COUNTY pursuant to this Agreement be misused or misappropriated by SCHA, such occurrence shall be an event of default hereunder. Said funds shall be immediately due and payable to the COUNTY. The COUNTY may send a letter to SCHA demanding payment of said monies which may be recorded in the Official Land Records so as to constitute a lien on any and all of SCHA's real and personal property as provided in Section 21(g) of this Agreement.

Section 23. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to SCHA pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate this Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by SCHA;
- (d) Demand SCHA immediately repay any monies expended in accordance with this Agreement;
- (e) Require specific performance of this Agreement;
- (f) Demand payment and/or  performance from the surety, if applicable; and/or
- (g) Impose a lien upon any and all of SCHA's real or personal property. To create such a lien, the COUNTY shall send a letter to SCHA demanding refund of any monies expended to SCHA pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon SCHA's real and personal property.
- (h) Initiation of a suit in law or equity in a court of competent jurisdiction to obtain any available remedy.

Section 24. Reversion of Assets. Upon expiration of this Agreement, SCHA shall transfer to the COUNTY any HOME Program funds remaining and any accounts receivable attributable to the use of HOME

Program funds pursuant to 24 CFR section 92.504(c)(2)(vii). SCHAs shall not be allowed to acquire any real property from HOME funds allocated to SCHAs under this Agreement.

Section 25. Certification Regarding Lobbying. SCHAs certify by its signature hereunder, that to the best of its knowledge and belief:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.

(b) If any funds other than CDBG and HOME Program funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, SCHAs shall promptly prepare and submit Federal OMB form SF-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

Section 26. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or

provisions shall be null and void; shall be deemed separable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any responsibility of SCHA provided under this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

Section 27. Entire Agreement and Effect on Prior Agreement.

This instrument and the Exhibits attached hereto constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

Section 28. Notices. Whenever either party desires to give notice unto the other, notice shall be sent to:

For COUNTY:

CS Administrator
Community Services Department
534 W. Lake Mary Boulevard
Sanford, Florida 32771

For SCHA:

Executive Director
Seminole County Housing Authority
662 Academy Place
Oviedo, Florida 32765

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date hereinabove first written.

SEMINOLE COUNTY HOUSING AUTHORITY

KEVIN DUNK, Executive Director

By: _____
RENEE P. TELSON, Chair

Date: _____

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RENEE P. TELSON and KEVIN DUNK, as Chair and Executive Director, respectively, of SEMINOLE COUNTY HOUSING AUTHORITY, a public body corporate organized under the laws of the State of Florida, [] who are personally known to me or [] who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(NOTARY SEAL)

Print Name: _____
Notary Public in and for the
County and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency

County Attorney

AWS/lpk
2/26/08

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Attachments:

- Exhibit "A-1" - TBRA Implementation Plan
- Exhibit "A-2" - Housing Quality Standards
- Exhibit "A-3" - HOME Program Conflict of Interest Policy
- Exhibit "B" - Budget and Financial Information
- Exhibit "C" - TBRA Payment Request Form


EXHIBIT "A-1"

SEMINOLE COUNTY, FLORIDA
TENANT-BASED RENTAL ASSISTANCE (TBRA)
IMPLEMENTATION PLAN
August 1, 2006

Statement of Policies And Procedures

The County's Tenant-Based Rental Assistance (TBRA) Program is allocated from its HOME Program grant. Its primary function in Seminole County is to accommodate very low income renter households within the County. The administration and implementation of the TBRA Program will be conducted in accordance with selected subrecipients of Seminole County (a/k/a the Participating Jurisdiction, or "PJ") and shall be in compliance with 24 CFR, Part 92 and with this TBRA Implementation Plan ("the Plan").

Local Objectives

The TBRA Program is designed to provide decent, safe, and sanitary housing for very low income households. Financial assistance in the form of rental subsidy payments will be made on behalf of approved eligible Seminole County resident,  very low income tenant households for up to 24 months with a minimum of one year lease agreement. Extensions are possible, as addressed in this Plan.

The TBRA Program is designed to assist 1) households involved in self-sufficiency, 2) elderly households, and 3) households with persons with disabilities. All issues related to TBRA not addressed in this document are governed by such federal regulations, HUD memos, notices and guidelines of the Participating Jurisdiction (PJ).

Fair Housing Policy

It is the policy of the PJ to comply fully with all Federal, State, and local non-discrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The PJ shall not deny any household the opportunity to apply for or, depending upon eligibility, receive assistance under the TBRA Program on the basis of ethnicity, color, sex, religion, creed, national, age, family or marital status, or disability. All households are encouraged to search for housing in areas of non-low

income and non-minority concentration.


Translation of Documents

The PJ has bilingual staff to assist Spanish speaking households and, when necessary, will provide bilingual staff for verbal translation.

Family Outreach

TBRA subrecipients will publish and disseminate information as to the availability of assistance for very low income households initially and on an as-needed basis. To reach households least likely to apply for TBRA assistance, subrecipients will distribute emails, flyers and/or information sheets to the broadcasting media and locations where preferred households are likely to be informed of the program (Public Housing Authorities, public laundry facilities, affordable rental housing complexes, La Prensa, The Orlando Times, senior centers, agencies that assist persons with disabilities, etc.). Documentation of such notification and/or distribution shall be noted in the program file, with copies of the distributed information.

Owner Outreach

The PJ encourages owners of decent, safe, and sanitary housing units to lease to TBRA households.  The PJ especially encourages program participation in units outside predominantly lower income or minority areas. All subrecipients are required to perform outreach to owners (e.g., apartment complexes) to recruit eligible units for use by approved households.

Required Postings

The PJ's subrecipient(s) will post, in its offices in a conspicuous place, and understandable by persons with disabilities and translated in to Spanish, the following information:

- The Plan
- Notice of the status of the waiting list (opened or closed)
- Address of office, office hours, telephone numbers, and hours of operation
- Income limits for admission
- Informal review and informal hearing procedures
- Fair Housing poster and logo

- Equal Opportunity in Employment Poster

Eligibility Criteria

- Seminole County resident (currently residing or employed within Seminole County).
- An applicant must be a "household."
- An applicant must be certified as very low income, in accordance with the HOME Program regulations.
- An applicant may be elderly (age 62+) or disabled.
- An applicant household must possess Social Security numbers for all family members aged six years or older.

Family Composition

The applicant must qualify as a "household." A household may be a single person or a group of persons. A group of persons may be two or more persons who intend to share residency whose income and resources are available to meet the household's needs. A child who is temporarily away from home because of placement in foster care is considered a member of the household. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other household members.

Applicant Status

Applicants are required to inform the respective subrecipient of changes in address or other vital information within 30 days of the change. If, after a review and processing of the application, the household is determined to be eligible, it will be notified in writing. This written notification of eligibility will be mailed to the applicant by first class mail, and copied to their file.

If the family is determined to be ineligible based on the information provided in the application, the PJ's subrecipient(s) will notify the family in writing and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

Time of Selection

When enrollment is open, eligible households will be selected from complete applications in date and time sequence, regardless of household size.

Completion of Full Application

All applicants will be required to:

- Complete a Criminal History Request Form.
- Complete a full application. If assistance is needed, such request will be accommodated.

Income Certification

Only households certified as very low income (income not exceeding 50% of the area median income) shall be approved for TBRA. Each subrecipient shall certify all household incomes by third party verification of income as defined in 24 CFR Part 5. Subrecipients shall also re-certify all participant households on an annual basis by third-party verification in order to continue TBRA, and such income re-certifications must be completed within 30 days prior to the anniversary date of the initial income certification for each assisted household.

Each subrecipient will maintain a computerized tracking system to ensure the timely recertification of each participant household. Using 24 CFR Part 5 third-party verification, each subrecipient shall maintain all income statements, proofs of income, and income calculations in the household's file. Income may be verified from pay stubs, letters from employers, child support decrees, bank statements, statements from the Social Security Administration and any retirement or pension systems, etc. All such income statements must be maintained in the household's file.

Waiting List

Each funding subrecipient will maintain a TBRA waiting list. When the need arises, respective subrecipients will conduct an open enrollment period for new applicants. Applicants will receive assistance on a first-come, first-approved (income-eligible), first-served basis, as long as funds are available. If any TBRA-assisted applicants are

recruited from any local Section 8 waiting list (i.e., from the Seminole County Housing Authority or the Sanford Housing Authority), then the household's ranking on that waiting list will be maintained during the tenure and after discontinuation of TBRA assistance.

Program Preferences

Only very low income households will be assisted. Also, assistance will only be approved for:

- Participants in a self-sufficiency program (enrolled in accredited institutions of higher education or vocation training institutions, pursuing coursework intended to satisfy requirements for a degree or certificate and, at a minimum, the head or of household or spouse must qualify as a full time student, as defined by his/her school.);
- Elderly households (head of household or spouse age 62+);
- Households with persons (head of household or spouse) with disabilities.

Occupancy Standards

There must be at least one person per bedroom on the TBRA contract. Subsidy standards for determining housing size shall be applied in a manner consistent with Fair Housing guidelines. For subsidy standards, an adult is a person 18 years of age or older.

The unit size on the TBRA contract remains the same as long as the family composition remains the same, regardless of the actual unit size rented. Generally, each person will be assigned to a bedroom, with the following exceptions:

- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under six years of age).
- Foster children will be included in determining unit size only if they will be in the unit for at least 12 months.
- Foster children will not be required to share a bedroom with family members.
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the live-in attendants'

family.

- Space may be provided for a child who is away at school but lives with the family during school recesses.
- Adults of different generations will have separate bedrooms.
- Single person households may be allocated one bedroom.
- Children of the same sex shall occupy a bedroom.

Written Agreement & Lease Agreement

A written HOME agreement between each respective subrecipient, acting on behalf of the PJ, will be executed with each participating household before any funds are approved. Each written HOME agreement shall be approved by the PJ and shall contain requirements as required by 24 CFR 92.209 and 92.253, and shall not expire prior to the termination of TBRA. The agreement shall be maintained in the client's file.

The term of the lease agreement between the tenant household and the owner shall not be less than one year, unless both parties agree otherwise, and shall not exceed two years (but can be extended beyond two years, if necessary). Any lease agreement or any addendum thereto may not contain any provisions prohibited by 24 CFR 92.253(b). Any lease agreement containing any such prohibited provisions shall be disapproved.

Maximum & Minimum Household Payments

The Seminole County TBRA Program shall follow the Certificate model. Household contribution toward rent is 30% of adjusted gross income (including utility allowance), or \$50.00 per month, whichever is greater. There is no minimum household income requirement. Households who report no income are required to submit a written affidavit of income every 30 days.

Utility Allowances

The TBRA Program uses the same Utility Allowance schedule as the local Section 8 Rental Assistance Program, as updated and amended.

Briefing Types & Required Attendance

Each subrecipient will conduct briefings for approved households. The briefings may be conducted with groups or individuals. Briefings will

be conducted in English, but translation will be provided for persons who speak only Spanish, at no expense or charge.

TBRA assistance will not be provided to a household unless a representative has attended a briefing. Applicants who fail to attend two scheduled briefings may be denied admission based on failure to supply information needed for certification. Briefings for households with disabilities may be conducted at the applicant's home, upon request.

Case Management & Supportive Services

Each subrecipient shall provide, directly or indirectly, case management and sufficient supportive services to ensure family stability, better living conditions, and achievement toward self-sufficiency, where applicable.

Eligible Types of Housing

Any of the following types of housing are eligible:

- Single family homes
- Duplexes, triplexes and four-plexes
- Multi-family units
- Manufactured homes where the tenant leases the mobile home and pad



Units receiving Project-Based Section 8 assistance or any duplicative rental subsidies are not eligible for TBRA assistance. HOME-assisted units are eligible; however, no households will be required to select a HOME unit as a condition of receiving TBRA.

All units must also comply with minimum Section 8 Housing Quality Standards (HQS) for TBRA housing, as published by the U.S. Department of Housing & Urban Development (HUD), attached hereto.

Payment Standard

The TBRA Payment Standard is established at 100% of the Section 8 Fair Market Rent (FMR) for the Orlando Metropolitan Statistical Area (MSA), as revised from time to time. Contract rent will not exceed 100% of FMR, less the established utility allowance. Each subrecipient will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease in the private

unsubsidized market. All rents and increases in rent must be approved by the respective subrecipient prior to assistance being approved by any subrecipient. The subrecipient shall not approve a rent until it determines that the rent is reasonable. Documentation of rent reasonableness (a written market analysis) must be maintained in each client file.

Information to Owners

In accordance with HUD requirements, each subrecipient will furnish prospective owners (landlords) with the household's current address and, if known and if applicable, the name and address of the landlord at the household's current and prior address. It is the responsibility of the landlord to determine the suitability of prospective tenants. Owners are encouraged to screen applicants for factors related to the household's suitability as tenants.

Guidelines for Unit Inspections

There are four types of inspections each subrecipient is expected to perform on behalf of the PJ:

- Initial/Move-in
- Annual
- Special/Complaint



The Initial Inspection will:

- Determine if the unit and property meet HQS.
- Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent reasonableness.
- Verify which utilities will be paid by the landlord and by the tenant.

If the unit fails the initial HQS inspection, the owner will be advised to notify the subrecipient once repairs are completed.

HQS inspections will be conducted at least annually, within 30 days prior to the anniversary month of the contract. The landlord must correct all HQS deficiencies within 30 days. The household must allow

inspections of the unit at reasonable times with reasonable notice. Inspections will be conducted on business days only.

Time Standards for Repairs:

- The owner must correct emergency items that may endanger the household's health or safety within 24 hours of notification.
- For non-emergency items, repairs must be made within 30 days.
- For major repairs, each subrecipient may approve an extension beyond 30 days, on a case-by-case basis.

If at any time the household or owner indicates that the unit does not meet HQS, an inspection must be scheduled. Each subrecipient may also conduct a special inspection based on information from third parties such as neighbors or public officials. Each subrecipient will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

Rent Adjustments

Owners may not request rent adjustments prior to the expiration of any lease. All rent adjustments must be approved by the respective subrecipient.

Annual Income Recertification

Households are required to be re-certified at least annually, using third party verification, from the date of initial certification. Each subrecipient will have all re-certifications for households completed before this anniversary date.

Reporting Changes in Income

Each household must report interim changes in household composition or income to their respective subrecipient agency within 10 days of the change. Any information, document or signature needed from the household needed to verify the change must be provided within 10 days of the notification date. If the household does not report the change in a timely manner, any increase in tenant rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis.

Portability

All households approved for TBRA must reside within the boundaries of Seminole County while receiving assistance, and any assisted households relocating outside of Seminole County will forfeit participation in the program.

Contract Termination

The term of the TBRA Contract between the subrecipient and the tenant is the same as the term of the lease agreement. The Contract between the owner and any subrecipient agency may be terminated by the respective subrecipient agency, or by the tenant terminating the lease agreement. The owner may also terminate the lease agreement for due cause.

If the household continues to occupy the unit after the TBRA contract is terminated, the household is responsible for the total amount of gross rent due to the owner. In addition, the owner will have no right to claim compensation from the TBRA Program or from Seminole County for any vacancy loss.

Grounds for Denial/Termination

The subrecipient may, at any time, at its option, deny TBRA assistance for an applicant or terminate program assistance for a participant for any of the following reasons:

- The household violates any obligation under the program as described in this Plan.
- The household currently owes rent or other debts to any agency in connection with any other federally-funded housing assistance.
- The household has not reimbursed any agency for amounts paid to an owner for rent, damages, or other amounts owed by the household under the lease.
- The household has engaged in or threatened abusive/violent behavior toward anyone. This includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, written or oral, that is customarily used to insult or intimidate, may be


cause for termination or denial. Actual physical abuse or violence will always be cause for termination.

- Any member of the household whose drug or alcohol abuse is criminal or interferes with the health, safety or peaceful enjoyment of other residents.
- Criminal activity by a household member, such as:
 - Drug-related criminal activity (as defined in law)
 - Any felony arrest or crimes of moral turpitude that is less than 3 years old.
 - Violent criminal activity.
 - Repeated criminal activity

If denial or termination is based upon behavior related to a disability, the PJ will delay the denial or termination in order to determine if there is an accommodation which would mitigate the behavior resulting from the disability.

Lead-Based Paint (LBP) Requirements & Responsibilities

The following units are exempt from the Plan as it relates to LBP requirements:

- 
- Units built after December 31, 1977;
 - Zero (0) bedroom and Single Room Occupancy (SRO) units;
 - Housing built for the elderly or persons with disabilities, unless a child under age six resides or is expected to reside in such housing;
 - Properties inspected in accordance with the regulations effective September 15, 2000, and are certified to have no LBP;
 - Properties in which all LBP was identified and removed, and were cleared in accordance with the regulations effective September 15, 2000.

Non-Exempt or Covered Units:

For dwellings built before 1978 and to be occupied by assisted households with children under age six, LBP requirements apply to:

- The interior and exterior paint surfaces associated with the assisted unit; and

- The common areas servicing the unit, including those areas through which residents must pass to gain access, and other areas frequented by resident children under age six, such as play areas and child care facilities. Common areas also include garages, outbuildings, and fences on the assisted property.

Each subrecipient agency is responsible for the following activities:

- The visual assessment for deteriorated paint;
- Assuring that clearance examinations are conducted when required;
- Record keeping;
- Disclosing any known LBP hazards to all parties prior to execution of a lease agreement;
- Providing all prospective families with a copy of Protect Your Family From Lead in Your Home;
- When necessary, requiring the owner to perform abatement to correct deteriorated paint;
- Each time abatement is performed, notifying the resident about the conduct of lead hazard reduction activities and clearance;
- Conducting lead hazard reduction activities, when required; and
- Requiring the owner to perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted household asking the occupants to report any deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

Conflict of Interest

Each subrecipient, owner, and tenant households will comply with the PJ's HOME Conflict of Interest Policy, attached hereto.

Marketing Plan

Program information will be provided to facilities and service centers such as, but not limited to, the University of Central Florida,

Seminole Community College, the Rescue Outreach Mission of Sanford, Lisa Merlin House, Safehouse of Seminole, the Center for Affordable Housing, GoldenRule Housing and Community Development Corporation, the Goodwill Self-Sufficiency Job Center, and other agencies serving elderly persons and persons with disabilities for Seminole County residents. Dissemination will also be provided by staff presentations where appropriate.

Supplementary Assistance to Households

Each subrecipient shall provide assistance to applicants in the form of housing counseling (budgeting, home maintenance, etc.), assistance in locating and referring housing units, etc.



EXHIBIT "A-2"

HOUSING QUALITY STANDARDS

Seminole County HOME Program


Tenant-Based Rental Assistance (TBRA) Program

All assisted housing must meet the Section 8 Housing Quality Standards (HQS) performance requirements and acceptability criteria both at commencement of assisted occupancy, and throughout the assisted tenancy. Seminole County may approve acceptability criteria variations for the following purposes:

- Variations which apply standards in local housing codes or other codes adopted by the County; or
- Variations because of local climatic or geographic conditions.

The County will not approve any acceptability criteria variation if it believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice within Seminole County.

Sanitary facilities:

The dwelling unit must include  sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed basin in proper operating condition, with a sink with hot and cold running water. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water. The facilities must utilize an approved public or private disposal system (including a locally approvable septic system).

Food preparation and refuse disposal:

The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner. There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage of waste where necessary (e.g., garbage cans).

The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink with hot and cold running water. The sink must drain into an approved public or private system.

The dwelling unit must have space for the storage, preparation, and serving of food. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary waste storage facilities where necessary (e.g., garbage cans).

Space and security:

The dwelling unit must provide adequate space and security for the family. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.



The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as first floor and fire escape windows, must be lockable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

Thermal environment:

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body. There must be a safe system for heating and cooling the dwelling unit. The system must be in

proper operating condition. The system must be able to provide adequate heat and cooling, either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

Illumination and electricity:

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have code-compliant and sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must be code-compliant and must ensure safety from fire.

There must be at least one window in the living room and in each sleeping room. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and materials:

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

The roof must be structurally sound and weathertight. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example,

broken or missing steps or loose boards are unacceptable. Elevators must be working and safe.

Interior air quality:

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

There must be adequate air circulation in the dwelling unit. Bathroom areas must have at least one operable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window. If the window is designed to be operable, the window must work.

Water supply:

The water supply must be free from contamination. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

Lead-based paint:

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

Access:

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Site and Neighborhood:

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Sanitary condition:

The dwelling unit and its equipment must be in sanitary condition. The dwelling unit and its equipment must be free of vermin and rodent infestation.

Smoke detectors:

Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).



EXHIBIT "A-3"

CONFLICT OF INTEREST POLICY

HOME Program

Seminole County, FL

Applicability:

In the procurement of property and services by Seminole County and its HOME Program subrecipients (whether private, for-profit, nonprofit, or Community Housing Development Organization [CHDO]), the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all situations not governed by those provisions, the provisions of this Policy apply.

Where more strict or complimentary provisions are imposed by Part III, Chapter 112, Florida Statutes (Code of Ethics for Public Officers and Employees), which are not inconsistent with the above cited regulations, such state statutes shall also be deemed controlling on all persons covered by this Policy. Covered Persons (as defined below) as well as Owners, Sponsors, Developers and Subrecipients shall be further bound by the provision of Chapter 220, Seminole County Code (the "Purchasing Code") including particularly section 220.115 thereof, prohibiting the giving or acceptance of gifts or gratuities of any kind beyond a nominal \$25.00 value, kickbacks or using any moneys received from or through the County for lobbying the State Legislature or any branch of State government.

Covered Persons:

The conflict of interest provisions of this Policy apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of Seminole County or any of its subrecipients (as defined in the previous paragraph) that receive HOME Program funds.

Conflicts Prohibited:

No person or persons described in the previous paragraph who exercise or have exercised any functions, duties, or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain any financial interest or benefit from a HOME-assisted activity or project, or have any interest

in any agreement, contract, or subcontract involving Seminole County's HOME Program or HOME funding, or any proceeds thereunder, either for themselves or those with whom they have family (including domestic partners) or business ties, during their tenure or for one year thereafter.

Covered Persons shall avoid apparent as well as actual conflicts of interest. If any Covered Person believes that he or she is faced with an actual or potential conflict, that person shall immediately report it to the Community Assistance Manager and provide a reasonably detailed memorandum of the facts and circumstances that the Covered Person believes may be an ethical conflict. In any circumstances where the Community Assistance Manager is in doubt as to any potential conflict, he or she will seek an opinion from the County Attorney's Office and if subsequently determined to be necessary, from the Florida Commission on Ethics. Such request for opinion shall be submitted through the Community Services Director. The Covered Person shall have no further involvement with functions, responsibilities and decision making processes relative to the HOME program transaction(s) that gave rise to the question unless and until the requested legal opinion finds that no such conflict exists.

Exceptions:

Upon the written request of any of the persons described above, Seminole County will contact the U.S. Department of Housing & Urban Development (HUD) to seek an exception to the above paragraph. Such exceptions will be considered on a case-by-case basis when Seminole County, based upon HUD's approval, determines that the exception will serve to further the purposes of Seminole County's HOME Program and the effective and efficient administration and/or implementation of any particular HOME-assisted activity or project.

Before any request for an exception is submitted to HUD, the County must obtain an opinion from the Seminole County Attorney's Office that the interest for which the exception is requested would not violate State or local law. An exception will be requested from HUD only if the requestor has provided a full disclosure of the nature of the

conflict, accompanied by an assurance that there has been public disclosure of the conflict, and a full description of how the public disclosure was made.

In seeking an exception from HUD, and before consulting its County Attorney's Office as described above, Seminole County will consider the cumulative effect of the following factors, as applicable:

- Whether the proposed exception would provide a significant cost benefit or a substantial or essential degree of expertise to the HOME Program, the activity, or the project which would otherwise not be available;
- Whether the person or persons affected is a member of a group or class of low income persons intended to be the beneficiaries of the HOME-assisted activity, and the exception will permit such person or persons to receive generally the same interests or benefits as is made available or provided to the group or class generally;
- Whether the affected person or persons have withdrawn from functions or responsibilities, or from the decision-making process with respect to the specific HOME-assisted activity or project, and any relevant agreements, contracts, or subcontracts, in question;
- Whether the interest or benefit was present before the affected person or persons were in a position as described above;
- Whether undue hardship will result either to Seminole County or the person or persons affected when weighed against the public interest served by avoiding the prohibited conflict; and
- Any other relevant considerations.

Owners, Sponsors, & Developers:

No owner, sponsor, or developer of a HOME-assisted project or activity (or any officer, employee, agent, or consultant of same), whether private, for-profit, or nonprofit (including any CHDOs, when acting in such capacity) may occupy any HOME-assisted housing unit. This

provision does not apply to a person who receives HOME funds to acquire or rehabilitate his or her principal residence. No employee or agent of the owner, sponsor, or developer of a rental housing project may occupy a HOME-assisted housing unit as the project manager or maintenance worker unless s/he is income-qualified under the HOME Program income requirement.

Upon the written request of a HOME-assisted owner, sponsor, or developer, Seminole County may, based upon HUD's approval, grant an exception to the provisions herein on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Program and the effective and efficient administration and/or implementation of the owner's, sponsor's, or developer's HOME-assisted project. In determining whether to grant a proposed exception, Seminole County will consider the following factors while making a request to HUD:

- Whether the person or persons receiving the benefit is a member of a group or class or low income persons intended to be the beneficiaries of the assisted housing, and the proposed exception will permit such person or persons to receive generally the same interests or benefits as are being made available or provided to the group or class in general;
- Whether the person or persons have withdrawn from his or her functions or responsibilities, or from the decision-making process with respect to the specific assisted housing in question;
- Whether the tenant protection requirements of 24 CFR 92.253 are being observed;
- Whether the County's Affirmative Marketing Procedures and Requirements are being observed and followed, if applicable; and
- Any other factor relevant to Seminole County's and HUD's determination, including the timing of the proposed exception.

- Owners, Sponsors and Developers shall be further bound by the provisions of Chapter 220, Seminole County Code (the "Purchasing Code") including particularly section 220.115 thereof, prohibiting the giving or acceptance of gifts or gratuities of any kind beyond a nominal \$25.00 value, kickbacks or using any moneys received from or through the County for lobbying the State Legislature or any branch of State government.



EXHIBIT B

BUDGET AND FINANCIAL INFORMATION

SCHA TENANT BASED RENTAL ASSISTANCE PROGRAM

Funds for the rent and deposit assistance activities governed by the Agreement will be derived from the following sources:

ACTIVITY	FUNDING SOURCES	AMOUNT
HOME Program TBRA Implementation	2007-2008 HOME funds 11902-066608-580821	\$250,000.00
Administrative Expenses	2007-2008 HOME funds 11902-066608-530340	\$ 20,000.00
TOTAL		\$270,000.00

Disbursements of HOME Program funds by the COUNTY to SCHA must be encumbered as evidenced by a TBRA Set-Up Report submitted to the County as required by the Agreement. All such TBRA payments must be applied by SCHA only towards assistance to Very Low Income households. Rental and security deposits payments shall be made directly to owners (landlords) by SCHA on behalf of selected, eligible tenant households.


Administrative Expenses made  to SCHA for implementing and administering the Agreement shall be based on fee-for-service, not to exceed \$20,000.00 during the term of the Agreement, as provided in the amount of \$50.00 per month for every eligible household residing in dwelling units deemed eligible for the TBRA program. SCHA understands that because some TBRA funding may remain after all administrative expenses have been addressed and funded, SCHA will assist any additional eligible households with no additional administrative funding until all TBRA funds have been exhausted.

EXHIBIT "C"
TENANT BASED RENTAL ASSISTANCE
PAYMENT REQUEST FORM

Completed form must be submitted monthly with a letter of transmittal on letterhead of SCHAs signed by its President or its Executive Director.



Tenant Based Rental Assistance**Set-up Report
HOME Program****U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development**

OMB Approval No. 2506-0171

(Exp. 05/31/2007)

Note: Complete for all Tenant Based Rental Assistance Activities.

Mark Appropriate Box:

☐ Original Submission ☐ Revision**Part A:**

1. Name Participant		5. HOME Funds for Activity	
		a. Total Funds Requested \$	
2. Activity Number	3. Participant Tax ID Number	b. Participant Number	c. Dollar Amount of Funds \$
			\$
4. Name & Phone Number of person completing form			\$
			\$

Part B: Activity Information.

1. Term of Contract	2. County Code	3. Number of Tenants Assisted

Part C: Household Characteristics. Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of Household	Head of Household	Type of Contract O=Owner T=Tenant	Is HOME sisted Te in HOME sisted Prc
1												
2												
3												
4												
5												
6												
7												
8												
9												

No. of Bedrooms Code

1 - 1 Bedroom
2 - 2 Bedrooms
3 - 3 Bedrooms
4 - 4 Bedrooms
5 - 5 or more Bedrooms

% of Area Median Code

1 - 0 - 30%
2 - 30 - 50%
3 - 50 - 60%
4 - 60 - 80%

Hispanic

y - yes
n - no

Race of Head of Household Code

11 - White
12 - Black or African American
13 - Asian
14 - American Indian or Alaska Native
15 - Native Hawaiian or Other Pacific Islander
16 - American Indian or Alaska Native & White
17 - Asian & White
18 - Black or African American & White
19 - American Indian or Alaska Native & Black or African American
20 - Other Multi Racial

Size of Household Code

1 - 1 Person
2 - 2 Persons
3 - 3 Persons
4 - 4 Persons
5 - 5 Persons
6 - 6 Persons
7 - 7 Persons
8 - 8 or more Persons

Head of Household Code

1 - Single/Non Elderly
2 - Elderly
3 - Related/Single Parent
4 - Related/Two Parent
5 - Other

Part C: (con't.) Household Characteristics. Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of Household	Head of Household	Type of Contract O=Owner T=Tenant	Is HOME Assisted Tenant in HOME Assisted Project
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												

No. of Bedrooms Code

1 - 1 Bedroom
2 - 2 Bedrooms
3 - 3 Bedrooms
4 - 4 Bedrooms
5 - 5 or more Bedrooms

% of Area Median Code

1 - 0 - 30%
2 - 30 - 50%
3 - 50 - 60%
4 - 60 - 80%

Hispanic

y - yes
n - no

Race of Head of Household Code

11 - White
12 - Black or African American
13 - Asian
14 - American Indian or Alaska Native
15 - Native Hawaiian or Other Pacific Islander
16 - American Indian or Alaska Native & White
17 - Asian & White
18 - Black or African American & White
19 - American Indian or Alaska Native & Black or African American
20 - Other Multi Racial

Size of Household Code

1 - 1 Person
2 - 2 Persons
3 - 3 Persons
4 - 4 Persons
5 - 5 Persons
6 - 6 Persons
7 - 7 Persons
8 - 8 or more Persons

Head of Household Code

1 - Single/Non Elderly
2 - Elderly
3 - Related/Single Parent
4 - Related/Two Parent
5 - Other

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owner or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and disbursement deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain activity-specific elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and disbursements of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Sensitive Information: Some of the information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for Completing the Tenant-Based Rental Assistance Set-Up Report

HOME Program Read the instructions for each item carefully before completing the form. Use a typewriter or print carefully with a ballpoint pen. Prepare an original and one copy. Retain the copy.

Applicability. This report is to be completed for each rental activity assisted with HOME funds. A single set-up report form may include up to 99 tenants so long as the term of the contract is the same for all of the tenants in the report form. For centralized State projects, the tenants must be in the same country.

Timing. Data is to be entered into IDIS before funds may be drawn down for an activity. An amended set-up report form should be submitted to increase or decrease HOME funding for the activity.

Part A: Activity Information

1. **Name of Participant.** Enter the name of the jurisdiction.
2. **Project Number.** Enter the activity number assigned by IDIS.
3. **Participant's Tax ID Number.** Enter the Tax (Employer) Identification Number for the participant.
4. **Name & Phone Number of Person Completing Form.** Enter the name and phone number, including area code, of the person to contact for further information regarding this project.
5. **HOME Funds for Activity.**
 - a. Enter the total amount of HOME funds requested for the activity.
 - b. Enter the participant number (from item 2 of the HOME Investment Partnership Agreement for Project Areas) for each fiscal year source of HOME project funds committed for the activity.
 - c. Enter the amount of HOME funds from each fiscal year by participant number.

Part B: Activity Information

Items 1 and 2 must be the same for all tenants included in a single activity set-up.

1. **Term of Contract.** Enter the term in months of tenant-based rental assistance activity.
2. **County Code.** To be completed only by States that are being administered in a centralized State HOME Program. Enter the 3-digit county code for the county in which the project is located.
3. **Number of Tenants Assisted.** Enter the total number of tenants to be assisted by this activity.

Part C. Household Characteristics.

Complete one line for each tenant receiving HOME tenant-based rental assistance from HOME funds.

Tenant's Last Name or First 5 Letters of Last Name. Enter the tenant's last name if the name is 5 letters or less. Enter the first five letters of the last name if the name is more than five letters.

Number of Bedrooms. Enter "0" for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Monthly Rent (Including Utilities).

Tenant Payment. Enter the actual rent to the nearest dollar, including utilities, paid by the tenant at the time of activity completion. If the rent includes utilities, or if the rent includes partial utilities, *e.g.*, heat, but not electricity, these utility costs must be added to the rent. Compute utility costs for the area (and in the case of partial utilities, compute costs for utilities excluded from the rent), by using the utility allowance schedule by the local Public Housing Authority (PHA) in accordance with form HUD-52667, Allowance for Tenant Furnished Utilities and Other Services.

HOME Subsidy Amount. Enter the amount from HOME funds that will be paid to the tenant or owner as a rent subsidy payment (including any utility allowances) to the nearest dollar.

Total Rent. Enter the total monthly rent (tenant payment plus HOME subsidy amount). Note: This amount may exceed the rent paid to the owner if it includes tenant-paid utilities.

Income Data.

Percent of Area Median. For each occupied residential unit, enter one code only based on the following definitions:

1. **0-30 Percent of Area Median** means a household whose adjusted income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30-50 Percent of Area Median** means a household whose adjusted income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50-60 Percent of Area Median** means a household whose adjusted income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60-80 Percent of Area Median** means a household whose adjusted income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Household Data.

Hispanic Y/N: For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" for Not Hispanic or Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race – Head of Household: For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian or Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black or African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Size of Household. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households of more than 8, enter 8).

Head of Household. For each residential unit, enter one code only based on the following definitions:

1. **Single/Non-Elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Related/Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Related/Two Parent.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Rental Assistance: Enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME Tenant Based Rental Assistance.** Tenants receiving HOME tenant-based assistance.
3. **Other Assistance.** Tenants receiving rental assistance through other Federal, State or local rental assistance programs.
4. **No Assistance.** Self-explanatory.

